



WILLIE WAS A BAD BOY. Young Kirm is accused of incorrigibility. William Kirm, of Hickory street, South Scranton, was yesterday arraigned before Alderman Miller on the charge of incorrigibility preferred by Mrs. W. B. Dugan, agent for the associated charities. He is a boy 15 years of age.

SYRUP OF FIGS Acts Pleasantly and Promptly. Cleanses the System Gently and Effectually when bilious or constive. Presents in the most acceptable form the laxative principles of plants known to act most beneficially.

Ice Cream. BEST IN TOWN. 25c Per Quart. LACKAWANNA DAIRY CO. Telephone Orders Promptly Delivered.

Scranton Transfer Co. Baggage Checked Direct to Hotels and Private Residences. Office D. L. & W. Passenger Station. Phone 525.

DR. H. B. WARE, SPECIALIST. Eye, Ear, Nose and Throat. Office Hours—9 a. m. to 11:30 p. m.; 2 to 4 Williams Building, Opp. Postoffice.

CITY NOTES. COLLECTION FOR HOSPITAL.—The collection for the benefit of the Lackawanna hospital, taken up on Wednesday last in the public schools of the city amounts to \$225.25, with only one school yet to hear from.

IMPORTED AND KEY WEST CIGARS. Our specialty, Finest Goods Fresh Stock. Distributors of the celebrated brands of Domestic Cigars. Geo. Fox, Maneto, Four Centuries. Low Prices by the Box. Wholesale Price to Dealers. E. C. Dean 408 Connell Building. PHONE 5223.

CASES DID NOT GET TO JURY

NON-SUITS GRANTED IN THREE ACTIONS. Judge Edwards Decided There Was Not Sufficient Evidence to Go to Jury in Case of Davis Against Spencer—Other Non-Suits Were in the Cases of Stocker Against the Borough of Jermyn and Mary Henry Against Anna E. Zurlieh, Administrator—Other Court Matters.

Judge H. M. Edwards yesterday granted a compulsory non-suit in the case of Thomas Davis and wife against Susan Spencer, owner of the Green Ridge iron works. The plaintiffs sought to recover damages for the death of their son who was killed by the bursting of a fly wheel in the mill.

Secondly, Judge Kelly, in the case of the plaintiff, who was killed, was guilty of contributory negligence because he continued to work in the mill after he knew of the alleged imperfections of the machinery, and therefore assumed the risk in case of accident.

There will be a family reunion and special Thanksgiving and consecration services at the Penn Avenue Baptist church on Sunday morning. An urgent request for a full attendance of the members of the church is made by the pastor, as this promises to be a meeting of very great interest.

ANOTHER NON-SUIT. After the court opened in the morning, an application was made to Judge Kelly for a non-suit in the case of the borough of Jermyn against J. D. and R. M. Stocker. It was shown that the council gave property owners sixty days in which to lay sidewalks, but on the fifty-ninth the borough proceeded to do the work. For this reason a non-suit was asked and granted.

Referred to Judge Kelly, in the case of John Shaffer, was next taken up. The suit is for \$2,000, balance alleged to be due on purchase money for a lot of land in Dunmore. The plaintiff claims interest also from Dec. 1, 1898, to date. Mrs. Henry conveyed to John Shaffer a lot of land on Brook street, in Dunmore. The purchase price was \$4,800. The plaintiff alleges that \$1,800 of this money was paid, but despite frequent demands, the balance of \$3,000 was never paid.

Shefer died on April 11, 1898. He died intestate and Mrs. Zurlieh was granted letters of administration. She now being his living representative, the suit was brought against her. Attorney John R. Edwards and M. E. McDonald represent the plaintiff and T. F. Wells and S. B. Price the defendant. After the plaintiff rested, a non-suit was asked for by the defense and granted by Judge Kelly, for the reason that there was no evidence to show that the real consideration was paid and even if there was, there was no evidence to take the case out of the statute of limitations, the sale having been made in 1886.

THE VERDICT IN DEAN CASE. The jury in the case of Jennie F. Dean against city of Scranton returned a verdict yesterday morning in favor of the plaintiff in the sum of \$175. They agreed upon their verdict Wednesday afternoon and sealed it. The case was set for trial by Judge Kelly on the reserved point, to wit: Whether or not there was any evidence in the case to submit to the jury under which the plaintiff was entitled to recover.

The work of the court was finished for the week at 3 o'clock yesterday afternoon and the jurors were discharged.

Defendant's Answer Filed. Attorneys Welles and Torrey yesterday filed the answer of John M. Kemmerer and William Creighton to the bill in equity against them filed some time ago by E. S. Robinson, S. B. Robinson and Aaron McDonald, stockholders of the Scranton Lace Curtain company, who sue for themselves and all the other stockholders of the company. The bill, after reciting the fact that Kemmerer and Creighton were members of the lace curtain company in 1896, says:

EXCLUSIVE GLOVE AND CORSET STORE. Gloves. See our window display of Ladies' Kid Gloves at \$1.00 a Pair. Popular Shades. Every Pair Guaranteed. Price & Jenkins 130 Wyoming Avenue.

personal property of the Scranton Lace Curtain Manufacturing company. We admit that William Creighton, one of the plaintiffs in said judgment, was a member of the board of directors of the Scranton Lace Curtain Manufacturing company, but we claim that Creighton and Burch, the two parties in said judgment, had the right to have said judgment entered; that the judgment was entered to secure satisfaction of a debt which was actually applied to the Scranton Lace Curtain Manufacturing company and paid on their behalf, and the amount the sheriff was directed to collect on said execution, to wit: \$22,500 was the amount owing to Creighton and Burch, and that fact has been determined by a verdict in the court of common pleas of Lackawanna county in an action against the defendants, Creighton and Burch, and that the indebtedness for which the said judgment was entered was a valid indebtedness and the same enforceable at law. The company was not insolvent at the time of the entry of said judgment and the issuing of the said execution.

The defendants deny the allegations contained in the third paragraph of the bill of complaint, to wit: That the amount owing to Creighton and Burch was not lawfully collected, and that the amount that the sheriff was directed to collect on said execution, was not the amount due to Creighton and Burch, and that fact has been determined by a verdict in a jury in an issue in Lackawanna county, an issue framed to determine the amount due to Creighton and Burch, and that the entering of the judgment and the issuing of the execution thereon was done for the purpose of having a sheriff's sale of the property, and then having purchased the same, to have the same sold at a price that could be obtained for the same, and the amount they so received they used in paying the indebtedness of the Scranton Lace Curtain Manufacturing company.

The real estate sold on said judgment was purchased by Charles H. Welles in trust for Creighton and Burch, the estate of Catherine Winton and H. J. Anderson, trustee, and the same was not bought in the interest of Creighton and Burch alone, and neither the said William Creighton nor Creighton and Burch had any power or control over the said Charles H. Welles, trustee, of the said real property. A new corporation was organized and called the Scranton Lace Curtain company. In organizing the said company each and every of the stockholders of the said Scranton Lace Curtain Manufacturing company were invited to become subscribers for and holders of stock in the new corporation. They were subscribers for stock in the new company and the said Charles H. Welles, trustee, of the said real property, did not become a stockholder. We are informed and believe that E. S. Robinson, S. B. Robinson and Aaron McDonald were asked to take stock in the proposed new company and do so.

The directors of said company knew that the claim of Creighton and Burch was a valid claim, and that the judgment entered was on a bond given by Creighton and Burch for the amount of the said judgment, and that the said judgment was entered in favor of Creighton and Burch. We deny that the said Herbert Creighton and Burch were the directors of the said Scranton Lace Curtain Manufacturing company, and that the said Charles H. Welles, trustee, of the said real property, was a director of the said Scranton Lace Curtain Manufacturing company, and that the said Charles H. Welles, trustee, of the said real property, was a director of the said Scranton Lace Curtain Manufacturing company, and that the said Charles H. Welles, trustee, of the said real property, was a director of the said Scranton Lace Curtain Manufacturing company.

It is true that the real estate purchased by Charles H. Welles in trust was sold to the Scranton Lace Curtain company, but we deny that the said new company was formed in pursuance of a plan made by and between William Creighton and John M. Kemmerer prior to the execution of judgment in favor of the Lackawanna Trust and Safe Deposit company, trustee, to sue Creighton and Burch. No re-organization of the Scranton Lace Curtain Manufacturing company took place, but a new company having a new charter was formed under the name of the Scranton Lace Curtain company. John M. Kemmerer is neither stockholder, director or officer of the said Scranton Lace Curtain Manufacturing company, and we deny that there was any understanding or agreement between the said Kemmerer and the said Creighton or between any other persons that the Scranton Lace Curtain Manufacturing company's property should be sold and a new corporation formed. We deny that William Creighton has made large profits by reason of any of the facts set forth in the plaintiffs' bill of complaint or in the organization of the new company.

Does Not Like the Ice Man. Mrs. Susan Schoen is applying for a divorce from Simon Schoen, the West Scranton ice man and testimony was taken yesterday before Judge H. M. Edwards by M. J. McAndrew, jury by the Schoens were married on Feb. 19, 1900, and both had prior experience in the matrimonial sea. They are well along in years. About July 4 Mrs. Schoen was compelled to leave her husband, she says, because of his cruel and barbarous treatment.

Filling Jury Wheel. Judge R. W. Archbald and Jury Commissioners Charles Wiggins and Frank Dougherty yesterday filled the jury wheel for 1901, including 149 names. In it, W. G. Daniels acted as the clerk and recorded the name of each man whose name went into the wheel. Before entering upon the work of filling the wheel, Judge Archbald and the jury commissioners made the following oath with Prothonotary George W. Bunnell: "I do swear that I will use my utmost endeavor and diligence in making an impartial selection of competent persons for jurors, for the year 1901, and that I will not suffer partially, favor, affection, hatred, malice or ill will in any case or respect whatever to influence me in the selecting of jurors, but that I will, in all respects, conform to the true intent and meaning of the acts of assembly in such cases made and provided."

Yesterday's Marriage Licenses. Ulisses J. Martin, Sterling, Wayne Co. Amy J. Akers, Sterling, Wayne Co. Harry C. Collins, Nicholson. Mary E. Ryan, Nicholson.

COURT HOUSE NEWS NOTES. A two weeks' term of criminal court will open Monday. Judge H. M. Edwards will preside in the main court room. Hugh Price of Carbondale, who is charged with selling liquor without a license yesterday, entered bail in the sum of \$500. Michael Price became his bondsman.

An application was made yesterday for a charter for Washington camp, No. 178, Patriotic Order Sons of America, by Attorney Walter E. Bevan. The subscribers to the articles of incorporation are J. J. Green, Franklin Phillips, Robert B. Harty, H. C. Hittman and R. W. Luce, all of the West Side.

MAY SETTLE BRIBE CASES

POSSIBILITY THAT THEY WILL NOT GO TO TRIAL. It Seems Very Certain That the Accused Councilmen Have Agreed to Resign from Councils and Never Accept Office if Cases Are Dropped and That the Municipal League Has Submitted a Counter Proposition—Indicted Men Had a Meeting Last Night in Attorney McGinley's Office.

That a movement is on foot to settle out of court the cases in which a number of the members of the select and common councils are charged with bribery by the Municipal League, is certain. Just what the terms of settlement are to be and just what stage the negotiations have reached is not known to anybody but the parties directly concerned. It is understood, however, that the indicted councilmen submitted to the Municipal League some days ago a proposition agreeing to do certain things if the cases against them were withdrawn. The certain things are generally understood to have been a promise to immediately resign from councils and to pledge themselves to never again accept any public office in this state.

DID NOT ACCEPT. The Municipal League evidently failed to accept these conditions, but agreed to make certain concessions, providing the councilmen did certain other things. There is a very well defined rumor that the Municipal League wants the accused men to plead guilty and that in return it will pledge itself to petition court to have sentence suspended, which would probably be done. This would absolutely prevent any of the accused men from ever again assuming office, something that a pledge would not do. At any rate, whatever the counter proposition submitted by the Municipal League was, it has caused much discussion and conferring.

They met last night in the office of Attorney M. A. McGinley, in the Council building for the purpose of arriving at some decision. Present at this meeting were Councilmen James J. Grier, C. E. Wenzel, M. V. Morris, Simon Thomas, Thomas Coyne, David Reese, Charles Goldshall, ex-councilman Horatio Fellows and Attorneys Joseph O'Brien, John F. Scragg, George S. Horn and M. A. McGinley. The four attorneys were present up to about 8:15 o'clock, when they all came out. They had undoubtedly advised their clients and had then withdrawn, in order to allow them to decide between themselves just what course to pursue. The councilmen came down shortly after 10 o'clock, but they were as silent as clams and had not a word to say. The answer to the league's counter-proposition will probably be given today, inasmuch as the cases come up for trial next week.

NOTHING TO SAY. Attorney James H. Torrey, one of the league's lawyers, when seen last night by a Tribune man and asked to deny or affirm the story that negotiations were pending, stated that he had absolutely nothing to say regarding the matter. E. B. Sturges, member of the Municipal league and leader in the present reform movement, was also seen by a Tribune man and asked the same question. "This story which is in circulation," said he, "was not given out by the league. We have maintained a policy of silence so far, and will continue to maintain it. I have nothing to say upon the subject."

"Will you admit that a proposition was presented to the league?" asked the reporter. "I have heard that some such movement was under way."

"Then you wish to be understood as meaning that matters are not ripe enough yet for any definite statement?" "That's it," replied Mr. Sturges.

VALUE OF EXPOSITIONS. Medium Through Which Manufacturers and Producers May Reach Consumers. Among the objects which attracted the attention of well-known Wisconsin manufacturer at the Centennial Exposition at Philadelphia in 1876 was a steam hammer of a particular make. In 1896—twenty years later—he found occasion to use a steam hammer, and, remembering the name of the eastern manufacturer of the one that he had seen, sent for the machine and set it up, finding, as he had expected, that it was a great convenience. His business has since increased, and he has purchased two more steam hammers from the firm that sold him the first. The cost of the hammers was \$700 apiece. Here, then, were three sales, amounting to \$2,100, effected as a result of an exhibit, twenty years and more after the close of the exposition at which the exhibit was made—and no doubt the exhibit brought a great many earlier profits to the manufacturer.

The Wisconsin manufacturer of whom the above incident is related is one of the business men of that state who thoroughly appreciate the advertising opportunities offered by the forthcoming Pan-American exposition at Buffalo, N. Y. The state of Wisconsin has shown its appreciation of this opportunity in a practical way, by appointing a board of commissioners and appropriating \$25,000 for defraying the expense of the representation of Wisconsin manufacturing interests at the Pan-American.

Another state which is wide awake to the opportunities offered by the great exposition next summer at Buffalo is California. The fruit exhibit of the state of California and especially from the southern end of the state, will be a very notable feature of the horticultural display at the Pan-American.

Scranton Business College. "One of the largest business training schools in America."—Western Pennan. For a Cold in the Head Laxative Bromo-Quinine Tablets.

No Store In the World is more careful of quality than China Hall, and quality counts for something—and is a satisfaction. We have six styles of French Dinner Sets of 113 pieces for \$28.00 each, and they are Haviland & Co.'s—the name speaks for itself. There is satisfaction in owning a genuine Haviland Set, for then you know you have the quality, and at this price you have a bargain. SCRANTON'S LEADING CHINA STORE. China Hall. Geo. V. Millar & Co. 134 Wyoming Avenue. Walk in and look around.

TEETH \$5 SET \$5. Our Teeth Improve the appearance of the face and the comfort of the mouth and make the health better, too. A little time spent here will benefit you greatly. We make a specialty of Painless Extraction, and if you have any pain while we are pulling your teeth will guarantee to do all of your work free of charge. Dr. Reyer, Dentist. 314 Spruce St., Opp. Court House.

Call and Examine Our Line of Horse Shoe Pads. A great variety of styles constantly on hand. No slipping and falling. No more sore and contracted feet. BITTENBENDER & CO., 126 and 128 Franklin Ave.

50 Couches. Handsomely upholstered in finest qualities of velour, in both solid color and fancy figured designs (more than twenty distinctly beautiful patterns to choose from). Until December 1st for only \$8.00. Sold in most stores at Twelve Dollars. Always considered a bargain at Ten Dollars. Every Couch guaranteed by us for five years—absolutely. In Our New Store 406 Lackawanna Ave. Scranton Carpet & Furniture Co.

New York Life Insurance Company. Insurance That Insures. Policies uncontested from date of issue. No restriction as to residence, travel or occupation, as to habits of life, or as to manner, time or place of death. Policies non-forfeitable after first premium is paid. One month's grace in the payment of premiums. Cash loans can be obtained at any time after the policy has been in force two years. Policies combine insurance and investment. B. H. BETTS, Agency Director. Scranton Branch Office. 607 to 616 Mears Building, Scranton, Pa.

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